

A RESOLUTION

BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

01-*R*-0293

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT TITLE TO CERTAIN LANDS OR INTERESTS IN LANDS ALONG THE CHATTAHOOCHEE RIVER FROM THE TRUST FOR PUBLIC LAND OR A THIRD PARTY LANDOWNER WITH WHOM THE TRUST FOR PUBLIC LAND HAS CONTRACTED TO ACQUIRE LAND OR AN INTEREST IN LAND, ALL FOR PURPOSES OF ADDING TO THE CHATTAHOOCHEE RIVER PARK, CONSISTENT WITH THE TERMS OF THAT CERTAIN CONSERVATION SERVICES AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE TRUST FOR PUBLIC LAND; AND FOR OTHER PURPOSES.

WHEREAS, the Chattahoochee River Park is identified in the 2001 Comprehensive Development Plan as adopted by the City Council and approved by the Mayor in July, 2000; and

WHEREAS, the City wishes to complete the acquisition of lands and interests in land, such as easements, in certain properties along the Chattahoochee River, as identified in Exhibit A, for the purpose of adding to a linear park being developed along the River; and

WHEREAS, the City has previously entered into a Conservation Services Agreement with The Trust for Public Land ("TPL"), a non-profit, 501 (c)(3) organization, whose business is to negotiate property acquisitions and donations from landowners, and to hold such lands or interests in lands in trust until a public agency has the funds available to purchase the property or, as applicable, accept a donation of same; and

WHEREAS, consistent with the terms of said Conservation Services Agreement, TPL has negotiated two donation transactions with landowners along the Chattahoochee River, and, in preparation for consummation of such donation transactions and in accordance with the terms of the donations, has requested that the City make certain commitments consistent with the City's intent to develop and incorporate such properties into the Chattahoochee River Park; and

WHEREAS, predicated on such commitments from the City, TPL will be able to consummate such donation transactions, and arrange for the conveyance of such lands or interests in land directly into the City; and

WHEREAS, in order to permit TPL to move forward in effecting the closing on such donations of lands and interests in land for the Chattahoochee River Park, the City desires to make the commitments called for by the prospective donor landowners, and to agree to accept the donations of such lands or interests in land, all as more fully set forth below.

NOW, THEREFORE, THE CITY COUNCIL OF ATLANTA, GEORGIA, HEREBY RESOLVES:

SECTION 1: The Mayor is hereby authorized to accept the donation of title to either a fee interest or an easement interest in each of the following properties (collectively, the River Park Properties”) along the Chattahoochee River, for inclusion in the Chattahoochee River Park: (a) those certain tracts or parcels of land owned by Blue Circle, Inc. and lying and being in Land Lot 255 of the 17th District of Fulton County, City of Atlanta, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; (b) those certain tracts or parcels of land owned by Blue Circle, Inc. and lying and being in Land Lot 253 and 254 of the 17th District of Fulton County, City of Atlanta, as more particularly described on Exhibit B attached hereto and incorporated herein by reference; and (c) an easement in certain lands owned by Georgia Power Company and located in Land Lots 253, 254 and 255 of the 17th District of Fulton County, City of Atlanta, as more particularly described on Exhibit C attached hereto, which easement is more fully set forth in that certain Bicycle Pedestrian and Landscape Easement Agreement, a copy of which is attached hereto as Exhibit D.

SECTION 2: The City shall construct and maintain a public pedestrian and bicycle trail network on the River Park Properties, consistent with the inclusion of such lands or interests in land in the Chattahoochee River Park being developed by the City as identified in the 2001 Comprehensive Development Plan.

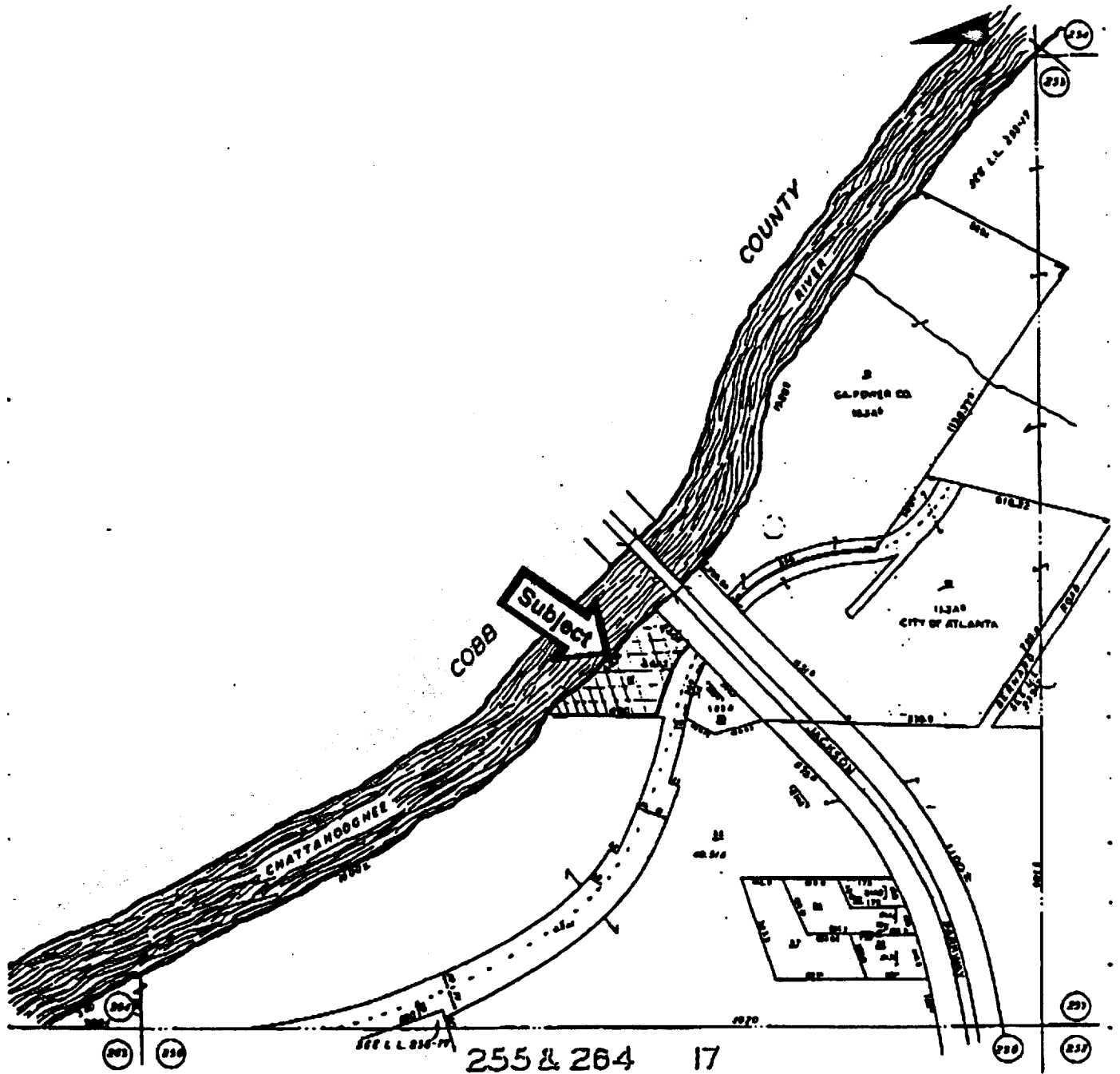
SECTION 3: Consistent with the Conservation Services Agreement, TPL shall not receive any brokerage fees with respect to the donation of the Chattahoochee River Park Properties as contemplated herein.

Exhibit APARCEL NO. 1

ALL that tract or parcel of land lying and being in Land Lot 255 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the southwest right-of-way line of Access Highway with the southeast boundary of the Chattahoochee River and running thence southeasterly along the southwest line of said right-of-way, two hundred forty (240) feet, more or less, to a point twenty (20) feet northerly of the southern extremity of the Access Highway Bridge as extended to intersect said right-of-way line; running thence southwesterly along the curve, which has a radius of 676.78 feet, two hundred sixteen (216) feet to a point; continuing southwesterly, ninety (90) feet, more or less, to a point on the north line of property now or formerly owned by Chattahoochee Brick Company; running thence west along the north line of said Chattahoochee Brick Company Property, four hundred sixty (460) feet, more or less, to the intersection of said property line with the southeast boundary of the Chattahoochee River; running thence northeasterly along the southeast boundary of the Chattahoochee River, and following the curvature thereof, six hundred forty (640) feet, more or less, to the point of beginning; being a part of the same property conveyed to Stiles A. Kellett by Warranty Deed from Charles T. Swift on July 10, 1959 as recorded July 24, 1959, in Deed Book 3479, page 360, Fulton County Records.

Exhibit A



PARCEL NO. 5

ALL that tract or parcel of land lying and being in Land Lots 253 and 254 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

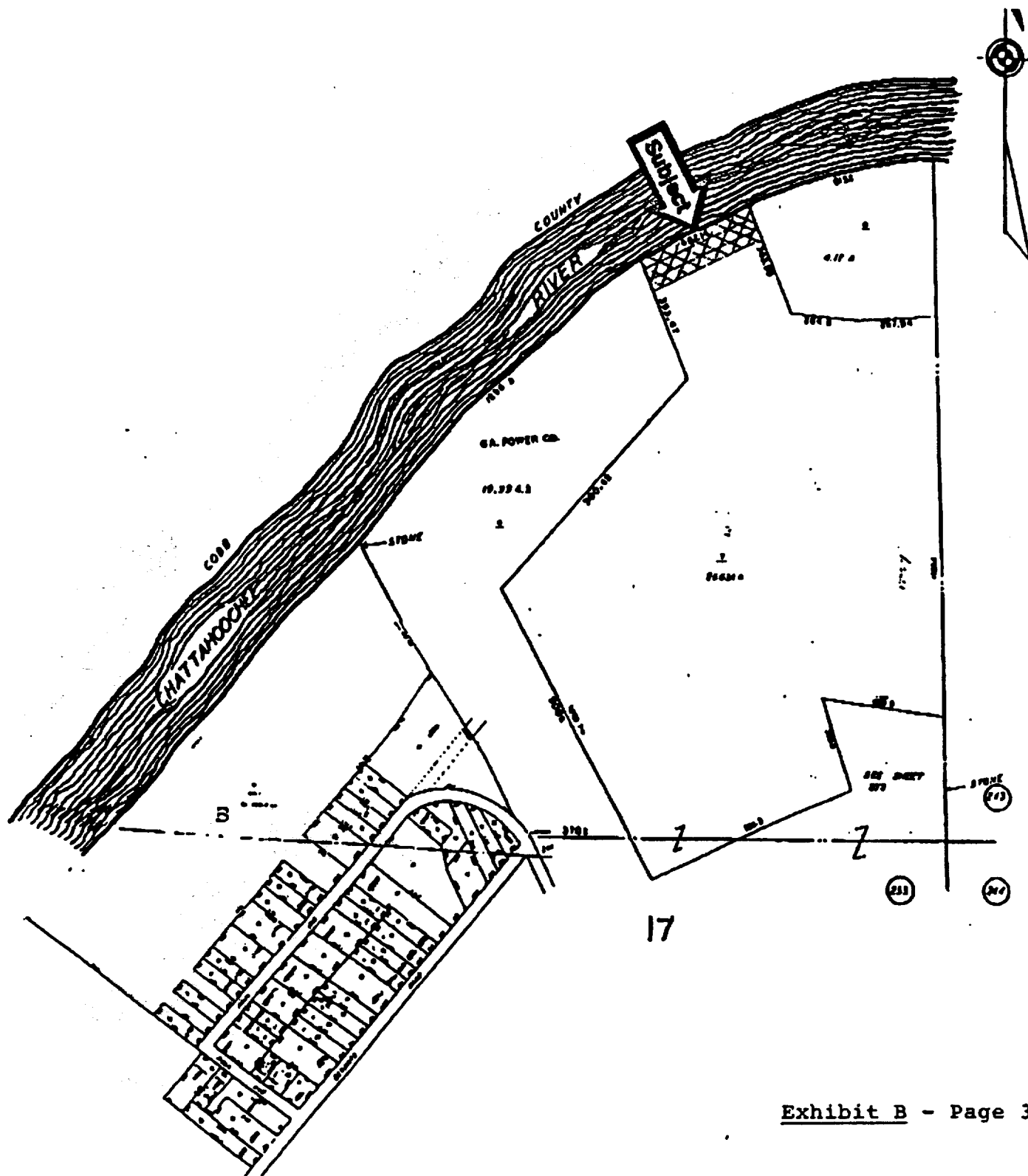
BEGINNING at a railroad iron on the southeast bank of the Chattahoochee River at a corner common to the lands now or formerly owned by Georgia Power Company and now or formerly owned by Atlanta Brick and Tile Company, and running thence south 23° 46' east, along the southwest property line of Atlanta Brick and Tile Company, 1,981.50 feet to a concrete monument located on the line between said Land Lot 254 and Land Lot 243 of said District and County; running thence south 1° 00' east along said Land Lot Line and along the line between said Land Lot 253 and Land Lot 244 of said District and County, and along the west line of said property of Atlanta Brick and Tile Company, 954.55 feet to a point (which point is located 171.55 feet south of a concrete monument as measured along said Land Lot Line); running thence south 61° 08' west along the northwest line of property of Georgia Power Company 546.50 feet to an iron pin located 135 feet from the Plant Atkinson-Northwest Atlanta 110 KV Line of Georgia Power Company as measured north 61° 08' east along the extension of the last preceding call; running thence north 28° 52' west on a line parallel with and 135 feet from said Plant Atkinson-Northwest Atlanta Line, 2,125 feet to an iron pin located at the northernmost corner of a rectangular parcel of land across which Georgia Power Company has conveyed an easement dated August 25, 1961, to American-Marietta Company; running thence north 39° 08' east along the southeast line of property of Georgia Power Company 900.42 feet to a point; running thence north 23° 46' west along the northeast line of Property of Georgia Power Company 393.47 feet to a point on the southeast bank of the Chattahoochee River; running thence north 64° 04' east along the southeast bank of the Chattahoochee River 223.56 feet to a point; running thence north 78° 57' east along the southeast bank of the Chattahoochee River 78.58 feet to the point of beginning; being 53.77 acres in area as shown on Drawing No. L-303-3 prepared by the Land Department of Georgia Power Company dated June, 1961, and to which drawing reference is made.

TOGETHER WITH those Easements set out in the Warranty Deed from Georgia Power Company to American-Marietta Company, dated August 25, 1961, and recorded in Deed Book 3763, beginning at page 219, Records of Fulton County, Georgia.

PARCEL NO. 10

ALL that tract or parcel of land lying and being in Land Lot 254 of the 17th District of Fulton County, Georgia, containing 11.83 acres as shown on Plat of Survey prepared for Martin-Marietta Corporation by Grist & Hardwick, Inc., dated March 29, 1975, and recorded in Plat Book 107, page 59, Fulton County, Georgia Records, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the point formed by the intersection of the east land lot line of Land Lot 253, said District and County, with the northwest limits of the 20-foot right-of-way of the abandoned river car line known as "Collins Park & Belt Railroad"; thence in a northerly direction along the east land lot line of said Land Lot 253 and along the east land lot line of said Land Lot 254 a distance of 1,912.1 feet to an iron pin on the east land lot line of said Land Lot 254 at the TRUE POINT OF BEGINNING; from the Point of Beginning thus established, running thence north 23 degrees 18 minutes 58 seconds west, along the northeastern line of property of Martin-Marietta Corporation a distance of 1,980 feet to a point on the south bank of the Chattahoochee River; running thence easterly along the south bank of said river and following the meanderings thereof a distance of 105 feet, more or less, to a point (said point being further located by a traverse line bearing north 72 degrees 03 minutes 02 seconds east 100.44 feet from the last preceding point); running thence south 23 degrees 18 minutes 58 seconds east a distance of 363.98 feet to a point; running thence in an easterly direction along the arc of a curve to the left a distance of 264.80 feet to a point (said curve being subtended by a chord bearing south 87 degrees 56 minutes 05 seconds east 262.03 feet); running thence north 77 degrees 40 minutes 58 seconds east a distance of 267.94 feet to a point on the east land lot line of said Land Lot 254; running thence south 00 degrees 44 minutes 58 seconds east along the east land lot line of said Land Lot 254 a distance of 1,563.85 feet to an iron pin at the Point of Beginning.



All that tract or parcel of land lying and being in Land Lots 253, 254 and 255 of the 17th District of Fulton County, Georgia, more particularly described in the following Warranty Deeds to Georgia Power Company:

- a. dated July 10, 1929, filed July 17, 1929, recorded in Deed Book 1273, Page 256, Fulton County, Georgia Records;
- b. dated October 6, 1960, filed October 7, 1960, recorded in Deed Book 3622, Page 330, aforesaid records;
- c. dated October 25, 1960, filed November 14, 1960, recorded in Deed Book 3633, Page 470, aforesaid records;
- d. dated November 10, 1960, filed November 14, 1960, recorded in Deed Book 3633, Page 468, aforesaid records;
- e. dated November 10, 1960, filed November 14, 1960, recorded in Deed Book 3633, Page 471, aforesaid records;
- f. dated November 11, 1960, filed November 14, 1960, recorded in Deed Book 3636, Page 126, aforesaid records;
- g. dated November 11, 1960, filed November 15, 1960, recorded in Deed Book 3636, Page 148, aforesaid records;
- h. dated November 14, 1960, filed November 21, 1960, recorded in Deed Book 3639, Page 125, aforesaid records;
- i. dated November 15, 1960, filed November 21, 1960, recorded in Deed Book 3639, Page 129, aforesaid records;
- j. dated November 15, 1960, filed November 15, 1960, recorded in Deed Book 3636, Page 250, aforesaid records;
- k. dated November 16, 1960, filed November 16, 1960, recorded in Deed Book 3636, Page 251, aforesaid records;
- l. dated November 16, 1960, filed November 18, 1960, recorded in Deed Book 3636, Page 539, aforesaid records;
- m. dated November 17, 1960, filed November 18, 1960, recorded in Deed Book 3636, Page 517, aforesaid records;
- n. dated November 17, 1960, filed November 18, 1960, recorded in Deed Book 3636, Page 566, aforesaid records;
- o. dated January 26, 1961, filed January 27, 1961, recorded in Deed Book 3665, Page 477, aforesaid records;
- p. dated June 8, 1962, filed June 19, 1962, recorded in Deed Book 3898, Page 456, aforesaid records; and
- q. dated November 7, 1962, filed November 7, 1962, recorded in Deed Book 3966, Page 599, aforesaid records.

Also, all rights, title and interest in and to that strip of land lying and being between the northwest line of the property above described, the southeast bank of Chattahoochee River and a projection of the southwest and northeast lines of said property.

Less and except those portions sold by Georgia Power Company in the following Deeds:

- a. Warranty Deed dated August 25, 1961, filed August 28, 1961, recorded in Deed Book 3763, Page 219, aforesaid records;
- b. Warranty Deed dated March 30, 1961, filed March 30, 1961, recorded in Deed Book 3694, Page 272, aforesaid records; and
- c. Quitclaim Deed dated September 29, 1954, filed October 3, 1954, recorded Deed Book 2920, Page 663, aforesaid records.

Exhibit C

EXHIBIT D

After recording return to:
The Trust for Public Land
Attn: Karen W. Fuerst
Suite 601
1447 Peachtree Street, NE
Atlanta, Georgia 30309

BICYCLE, PEDESTRIAN AND LANDSCAPE EASEMENT AGREEMENT

This Bicycle, Pedestrian and Landscape Easement Agreement (the "Agreement") is made this _____ day of _____, 2000 by and between GEORGIA POWER COMPANY, a Georgia corporation (hereinafter referred to as "GPC"), and THE TRUST FOR PUBLIC LAND, a California public benefit corporation d/b/a The Trust for Public Land (Inc.) (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, GPC is the owner of that certain tract or parcel of land lying and being in Land Lots 253, 254 and 255 of the 17th District, Fulton County, City of Atlanta, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "GPC Tract"); and

WHEREAS, GPC wishes to grant to Grantee, and Grantee desires to accept, certain bicycle, pedestrian and landscaping easements over and across the GPC Tract, as more particularly hereinafter provided in this Agreement;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, GPC and Grantee do hereby covenant and agree as follows:

1. **Benefited Parties.** The easements established in this Agreement shall be for the sole benefit of Grantee and its licensees and invitees. The parties acknowledge and agree that upon establishment of any trail system and associated recreational amenities on the GPC Tract in accordance with the terms and conditions of this Agreement, public access to the GPC Tract shall be permitted, but no dedication of the GPC Tract or any portion thereof to the public is intended or shall be deemed to occur on account thereof or otherwise in connection with this Agreement.

2. Grant of Easement. GPC does hereby grant and convey to Grantee a non-exclusive easement (which shall be subject to termination as hereinafter expressly set forth) over, upon, across and through the GPC Tract [and, solely with respect to clause (c) below, the "GPC Access Tract" (as hereinafter defined)] solely for the following purposes consistent with the provisions and restrictions of O.C.G.A. Section 51-3-20 et seq., and for no other purposes: (a) pedestrian and bicycle [powered solely by the individual(s) riding such bicycle; motorized and motor assisted vehicles of every kind, including without limitation, motorbikes and motorcycles of every sort, are and shall be prohibited from using the GPC Tract under or pursuant to this Agreement, except to the extent and for the purposes expressly set forth in clause (c) below] access, ingress and egress as part of any pedestrian or bicycle (or both) trail system constructed and maintained on the GPC Tract from time to time at no cost or expense to GPC; (b) construction, installation, use, maintenance and repair, at Grantee's sole cost and expense, of a paved or other hard surface trail and associated trail-side improvements consisting solely of signage, fencing and landscaping on the GPC Tract and such other trail-side improvements as from time to time approved by GPC in GPC's sole discretion; (c) in connection with construction, maintenance and repair of such trail system and associated improvements, and for emergency purposes (in the event of injury to persons utilizing such trail system), the limited right and easement for vehicular access (solely in connection with such emergency purposes, construction, maintenance or repair) over and across the GPC Tract and the property described on Exhibit "C" attached hereto and by reference made a part hereof (the "GPC Access Tract") over and across such roadways, easements, driveways and access routes as are now and may hereafter be located from time to time on the GPC Access Tract to and from the GPC Tract and the public street commonly known as Paul Avenue (50' R/W); and (d) installing and maintaining in good order and repair landscaping on the GPC Tract in the vicinity of the trail system. The rights and easements granted Grantee under this Agreement shall automatically terminate and end upon the occurrence of any one or more of the following: (A) Grantee fails to complete construction of the paved or other hard surface trail on the GPC Tract on or before the twentieth (20th) anniversary of the date of this Agreement; (B) Grantee at any time after commencing construction of the paved or other hard surface trail on the GPC Tract fails to diligently prosecute such construction to completion; (C) the GPC Tract is utilized (other than by GPC, its successors, assigns, agents, contractors, subcontractors, licensees and permittees) for any purposes (such as, without limitation, parking of vehicles) other than the purposes set forth in (a), (b), (c) and (d) above; (D) Grantee assigns, transfers or otherwise disposes of, or attempts to assign, transfer or otherwise dispose of, whether voluntarily, involuntarily or by operation of law, in whole or in part, the rights and easements herein granted to Grantee other than as permitted pursuant to Section 11 of this Agreement; or (E) Grantee fails to connect the trail on the GPC Tract with similar trails along the Chattahoochee River located on the properties on the Chattahoochee adjoining the GPC Tract on or before the twentieth (20th) anniversary of the date of this Agreement. In the event Grantee completes construction of the paved or other hard surface trail on the GPC Tract on or before the twentieth (20th) anniversary of the date of this Agreement and this Agreement has not otherwise been terminated, the rights and easements granted Grantee under this Agreement shall automatically terminate and end upon the occurrence of any one or more of the following [in addition to and not in limitation of GPC rights of termination set forth above with respect to (B), (C), (D) and (E) above]: (F) Grantee fails to perform Grantee's maintenance and repair obligations under this Agreement and such failure to maintain continues uncured in excess of sixty (60) days after written notice thereof to Grantee; or (G) Grantee fails to reimburse GPC for maintenance and repair costs under Section 5 hereof within thirty (30) days after written notice thereof.

Prior to the twentieth (20th) anniversary of the date of this Agreement, Grantee shall construct and install on the GPC Tract a trail system (including without limitation a paved or other hard surface trail a minimum of ____ feet in width), consistent with the foregoing grant of easement

**Large
document
attached**